AN

APPEAL

TO THE

People called *Quakers*,

ON THE

LATE DIFFERENCE

BETWEEN

John Fothergill and *Samuel Leeds*;

SO FAR

As the Diſcipline of the SOCIETY was concerned therein.

To which is added, A LETTER wrote to Dr *Fothergill* by a Friend, whilſt the Affair was in Litigation.

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THE Publication of theſe Sheets may be now thought unneceſſary, but when it is conſidered, that the Character and Reputation of the three Arbitrators who made the Award, hath been by JOHN FOTHERGILL and his two Colleagues, charged in the Court of *King's Bench*, with Partiality and Injuſtice; it is therefore ſubmitted to the impartial Public to judge thereof.

A MATTER of Difference having ariſen between JOHN FOTHERGILL and SAMUEL LEEDS; it was propoſed to ſubmit the ſame to the Judgment of Arbitrators, but JOHN FOTHERGILL refuſed to comply therewith: On his Refuſal SAMUEL LEEDS complained to the Monthly Meeting, of which he is a Member, that Monthly Meeting juſtified the Conduct of JOHN FOTHERGILL; SAMUEL LEEDS then appealed to the Quarterly Meeting againſt JOHN FOTHERGILL and his Monthly Meeting; the

Quarterly Meeting appointed a Committee to hear the Complaint, which Committee were unanimous in their Opinion, that JOHN FOTHERGILL ſhould ſubmit the Affair to Arration, which Opinion he reluctantly agreed to:

ARBITRATORS were accordingly choſen, who gave proper Attendance, and heard all the Evidence produced on both Sides; and on mature Conſideration thereof, the Majority came to a Judgment and made an Award as follows.

THE

THE

AWARD.

To All to whom this preſent Writing of Award indented ſhall come, WILLIAM SMITH of *Mile-End*, in the County of *Middleſex*, Hatter; LEWIS WESTON, in the ſaid County, Cooper; and JOHN SHERWIN, of *Hoxton*, in the ſaid County, Baker; ſend Greeting:

WHEREAS divers Differences and Diſputes have ariſen between *John Fothergill*, of *London*, Doctor of Phyſic; and *Samuel Leeds*, of the ſame Place, Doctor of Phyſic; for the Settling and Determining whereof, the ſaid *John Fothergill* and *Samuel Leeds* by mutual Bonds of Arbitration, bearing Date the eleventh Day of *June* laſt, became bound

to each other in the penal Sum of two Thouſand Pounds, of lawful Money of *Great-Britain*, with Conditions under the ſaid Bonds reſpectively written; that they the ſaid *John Fothergill* and *Samuel Leeds*, their Heirs, Executors, and Adminiſtrators, and every of them, ſhould well and truly ſtand to, obey, abide, perform, obſerve, fulfil, and keep the Award, Order, Arbitrament, final End and Determination of *Leonard Ellington*, of *London*, Merchant; *Daniel Mildred*, of the ſame Place, Merchant; *William Smith*, of *Mile-End* in the County of *Middleſex*, Hatter; *Lewis Weſton*, of *Wapping* in the ſaid County, Cooper; and, *John Sherwin* of *Hoxton*, in the ſaid County, Baker, or any three of them; Arbitrators, indifferently elected and named as well on the Part and Behalf of the ſaid *John Fothergill* as of the ſaid *Samuel Leeds*, to arbitrate, award, order, judge and determine of and concerning, All and all Manner of Actions, Suits, Bills, Bonds, Specialities, Covenants, Contracts, Promiſes, Sums of Money, Judgments, Executions, Extents, Quarrels, Controverſies, Treſpaſſes, Damages, and Demands whatſoever, both in Law and Equity, at any Time heretofore had, made, moved, brought, commenced, ſued, proſecuted

cuted, committed or depending by and between the ſaid *John Fothergill* and *Samuel Leeds*, or either of them, ſo as the Award ſhould be made in Writing, under the Hands and Seals of the ſaid Arbitrators or any three of them, and be ready to deliver to the Parties in Difference, or ſuch of them as ſhould deſire the ſame, on or before the Twenty-firſt Day of *July* Inſtant, as in and by the ſaid Bonds or Obligations and Conditions, thereunder reſpectively Written, relation being thereunto had, may more fully and at large appear.

Now know Ye, that we the ſaid *William Smith*, *Lewis Weſton*, and *John Sherwin* (three of the Arbitrators in the ſaid Bonds, or in the Conditions thereof named) having taken upon ourſelves the Burden of the ſaid Arbitration, and heard and examined the Allegations of both the ſaid Parties, of and concerning the Matters in Difference, and having conſidered the ſame; do thereupon make and declare this our Award, Order, Arbitrament, and final Judgment between the ſaid Parties, of and concerning the Premiſes to us referred.

And do hereby order, judge and award that the ſaid *John Fothergill*, his Heirs, Executors, or Adminiſtrators, ſhall on *Monday* the Twenty-firſt Day of *October* now next enſuing, between the Hours of Twelve and One of the Clock at Noon of the ſame Day, at the Bar of the *George-and-Vulture Tavern*, ſituate in or near *Michael's-Alley*, *Cornhill*, *London*, pay or cauſe to be paid to the ſaid *Samuel Leeds*, his Executors or Adminiſtrators, the Sum of Five-hundred Pounds, of lawful Money of *Great Britain*; and upon Payment thereof, We do order, judge and award, that the ſaid *Samuel Leeds*, ſhall execute and give to the ſaid *John Fothergill*, and the ſaid *John Fothergill* ſhall execute and give to the ſaid *Samuel Leeds*, mutual and general Releaſes, of all Controverſies, Actions, Suits, Judgments, and Demands whatſoever, from the Beginning of the World to the Day of the Date of the ſaid Obligations: And Lastly, We order and direct, that the Coſt and Charges accrued by Reaſon or Means of this Award or Arbitrament, ſhall be born or payed, equally by and between the ſaid *John Fothergill* and *Samuel Leeds*. In witneſs whereof, we the ſaid *William Smith*,

Lewis

Lewis Weſton, and *John Sherwin*, have to this our Award, Arbitrament and final Judgment, ſet our Hands and Seals the 19th Day of *July* 1771.

SEALED, and delivered, being firſt duly ſtampt, in the Preſence of,

John Shepwood,
John Aſhton.

William Smith,
Lewis Weſton,
John Sherwin.

HERE it may not be improper to remark, that two Days before the foregoing Award was made, Dr. *Fothergill* (according to his own Acknowledgment in the Quarterly Meeting) retained two Eminent Counſel, but at the ſame Time declared he had no Intention of going to Law: Soon after Dr *Fothergill*'s Attorney gave Dr *Leeds* Notice, that his Client would move the Court of *King*'s *Bench* to ſet aſide the Award, which Court did afterwards reverſe the ſaid Award.

The
King's Bench,

Between *Samuel Leeds,*

AND

John Fothergill.

WILLIAM SMITH and *Lewis Weſton*, being of the People called Quakers, do ſeverally ſolemnly affirm and declare, that Matter of Difference having ariſen between *Samuel Leeds* and *John Fothergill*, the Parties in this Matter, and the ſame having been agreed to be referred to the Arbitration of *Leonard Ellington*, *Daniel Mildred*, *John Sherwin*, and theſe Affirmants; the ſaid Parties *Samuel Leeds* and *John Fothergill* became bound to each other to perform the Award to be made by the ſaid *Leonard Ellington*, *Daniel Mildred*, *John Sherwin*, and theſe Affirmants, ſo as the ſaid Award to be made by them or any three of them, was made in Writing, ready to be delivered to the Parties in Difference, or ſuch of them as ſhould de-

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ſire the ſame, on or before the 21ſt Day of *July* now laſt paſt; And theſe Affirmants ſay, that the ſaid *Leonard Ellington*, *Daniel Mildred*, *John Sherwin*, and theſe Affirmants, had a great many Meetings, hearing the ſaid Parties by themſelves and their Witneſſes touching the Matters in Difference between them, and often ſat hearing the ſame from Morning to Evening; and theſe Affirmants do ſeverally affirm and declare, that upon the 16th Day of *July* laſt, after the ſaid Arbitrators had gone through the Evidence, the ſaid *Leonard Ellington*, one of the ſaid Arbitrators, ſaid, that he on the Behalf of Dr *Fothergill*, had to declare, that Dr *Fothergill* would produce no more Witneſſes; whereupon the Affirmant *Lewis Weſton*, on Behalf of Dr *Leeds*, ſaid, that Dr *Leeds* ſhould produce no more Witneſſes; and the aforeſaid Propoſition being agreed to by all the Parties, the Affirmant *William Smith* then ſaid, "Now Friends let us ſit down and compare "the Notes taken, in order to conſider what "Award we muſt make:" To which the ſaid *Leonard Ellington* replied, that would be going over the whole Matter again, which he poſitively refuſed to do: And theſe Affirmants, *Lewis Weſton* and *William Smith*, do ſe-

verally affirm and declare, that after the ſeveral Witneſſes were heard, the ſaid *Leonard Ellington* and *Daniel Mildred*, did either One or the Other of them appear averſe to adjourn for a ſhort Time, but were for putting the Time off, notwithſtanding the Affirmant *Lewis Weſton* often repreſented to the ſaid *Leonard Ellington* and *Daniel Mildred* that there would be Time little enough to make the Award within the Time the ſaid Dr *Fothergill* inſiſted the Bonds ſhould be made to; and theſe Affirmants ſay, the Anſwers from Time to Time given by the ſaid *Daniel Mildred* and *Leonard Ellington* were, that the Bonds ſhould run out without making any Award; but the Affirmant *Lewis Weſton* replied thereto, "Not ſo," that he would not ſuffer the Bonds to run out without making an Award, and thereby ſubject himſelf to the Cenſure of the Society (meaning the Quakers) for ſo doing, and the Affirmant *Lewis Weſton* added, that if the ſaid *Leonard Ellington* and *Daniel Mildred* would get the ſaid Dr *Fothergill* to lengthen the Time by the Bonds limited for making the Award, that he the ſaid *Lewis Weſton*, was willing to ſit any length of Time; to which Propoſition the ſaid Affirmant *William Smith* and the ſaid *John Sherwin* aſſented,

but

but the ſaid *Daniel Mildred* and *Leonard Ellington* refuſed ſo to do: And theſe Affirmants each ſpeaking for himſelf, do ſeverally affirm and declare, that on the 17th Day of *July* laſt, the ſaid Dr *Fothergill* attended the Meeting of the Arbitrators, and propoſed to leave the Matter in Difference to the Opinion of three Counſellors, which Propoſition of Dr *Fothergill*'s all the Arbitrators refuſed; after which the Affirmant *William Smith* aſked the ſaid Dr *Fothergill* if he had any more Witneſſes to bring? to which Dr *Fothergill* replied, "Yes, a Thouſand:" but on recollecting himſelf, ſaid, he thought he had exceeded in ſaying a Thouſand, but that he could produce an Hundred, upon which the Affirmant *William Smith* again aſked him, where they were? to which Dr *Fothergill* anſwered, at *Edinburgh* and elſewhere; to which the Affirmant *William Smith* replied, that there was not Time to bring them within the Time limited by the Bonds of Arbitration: the ſaid Dr *Fothergill* then ſaid, he had one more Witneſs in Town, which he required of the Arbitrators to hear, but being aſked by the ſaid *William Smith* if he was at Hand; the ſaid Dr *Fothergill* ſaid, "No:" upon which he was anſwered by the

Affirmant

Affirmant *William Smith*, that there was not Time for it, unleſs he would lengthen the Time in the Bonds: And the Affirmant *Lewis Weſton*, who in the Courſe of the Meeting of the Arbitrators, had ſundry Times propoſed to lengthen the Time limited for making the Award now on the ſaid 17th Day of *July*, ſaid again to the ſaid Dr *Fothergill* and all the Arbitrators, that he on the Behalf of Dr *Leeds*, did propoſe to lengthen the Time for making the Award, in order to ſit and hear any other Witneſſes Dr *Fothergill* or Dr *Leeds* could produce: and the Affirmant *William Smith* joined the Affirmant *Lewis Weſton* therein, and repeated the Propoſition; which the ſaid *Daniel Mildred* and *Leonard Ellington* did abſolutely refuſe to comply with, declaring they would not ſtand as Arbitrators in any freſh Bonds; and the ſaid *John Fothergill* was ſo far from propoſing to lengthen the Time for making the Award, that he did not accept the Propoſition thereof, ſo made as aforeſaid, he making no Anſwer thereto, notwithſtanding he had at that Time declared he could produce an Hundred more Witneſſes; and theſe Affirmants ſay, that the Arbitrators having met ſo frequently upon the Matter, and having met the 15th, 16th

and

and 17th of *July*, and on the 16th having agreed upon the Propoſition of *Leonard Ellington* on Behalf of Dr *Fothergill* to produce no more Witneſſes, and finding that Dr *Fothergill* on the 17th attended, and propoſed to take the Matter from the Arbitrators and refer it to Counſel, which being refuſed, he then propoſed further examination of Witneſſes,* yet declining to enlarge the Time for making the Award, that ſuch Witneſſes might be heard; and obſerving the Diſinclination of the ſaid *Leonard Ellington* and *Daniel Mildred* to conclude the Matter; and their Declaration, that the Bonds ſhould run out, and that they would not ſtand Arbitrators in any freſh Bonds made; theſe Affirmants conclude, that the whole was a Contrivance that the Time ſhould eſcape for making the Award, without the ſame being done: and theſe Affirmants well knowing that by the Rules of their Society they would expoſe themſelves to ſevere Cenſure, in Caſe the Time ſhould run out without their ſettling the Difference between the Parties, theſe Affirmants, with the ſaid *John Sherwin*, did make the Award between the Parties as the Affirmation of *John*

* Dr *Fothergill* hath affirmed that he did propoſe to renew the Bonds of Arbitration.

John Fothergill ſet forth; and in doing the ſame, theſe Affirmants acted in a fair impartial Manner, according to the beſt of their Underſtanding, and without Prejudice; and theſe Affirmants ſay, they have read the Affidavit of *William Edmunſtone* the Perſon propoſed by the ſaid Dr *Fothergill* to have been examined on the ſaid 17th of *July*, and theſe Affirmants ſeverally ſay, that had the ſaid *William Edmunſtone* been produced and examined, and had he declared before theſe Affirmants what he has in his ſaid Affidavit ſworn, it would not have altered theſe Affirmants in their Opinion, or induced them to change or alter their ſaid Award.

John Sherwin, being one of the People called Quakers, doth ſolemnly affirm and declare, that Matter of Difference having ariſen between *Samuel Leeds* and *John Fothergill*, the Parties to this Matter, and the ſame having been agreed to be referred to *Leonard Ellington*, *Daniel Mildred*, *William Smith*, *Lewis Weſton* and this Affirmant, the ſaid Parties *Samuel Leeds* and *John Fothergill* became bound to each other to perform the Award to be made by the ſaid Arbitrators or any three of them, ſo as the ſame was made in Writ-

ing,

ing, ready to be delivered to the Parties in Difference, or ſuch of them as ſhould deſire the ſame, on or before the 21ſt Day of *July* now laſt paſt; and this Affirmant ſaith, that he and the ſaid other Arbitrators had a great many Meetings hearing the ſaid Parties and their Witneſſes touching the Matters in Difference between them, and often ſat from Morning to Evening: And this Affirmant doth affirm and declare, that upon the 16th Day of *July* laſt, after the ſaid Arbitrators had gone through the Evidence, it was propoſed and agreed to and on the behalf of the ſaid *Samuel Leeds* and *John Fothergill*, that no more Witneſſes ſhould be produced; and it being propoſed to ſit down and conſider the Notes taken, in order to conſider what Award to make, it was oppoſed by the ſaid *Leonard Ellington*, who was for putting the Time off, and declaring that the Bonds might run out; *Lewis Weſton* one of the ſaid Arbitrators declared he would not ſuffer the Bonds to run out without making an Award, as he would thereby ſubject himſelf to the Cenſure of the Society (meaning the Quakers) for ſo doing; but if the ſaid *Leonard Ellington* and *Daniel Mildred* would get the ſaid Dr *Fothergill* to lengthen the Time for making the Award,

that

that he the ſaid *Lewis Weſton* was willing to ſit any length of Time, to which Propoſition the ſaid *William Smith* and this Affirmant agreed: but the ſaid *Leonard Ellington* and *Daniel Mildred* refuſed ſo to do; and this Affirmant doth affirm and declare, that on the 17th Day of *July* laſt, the ſaid Dr *Fothergill* attended the Meeting of the Arbitrators, and propoſed to leave the Matter in Difference to three Counſellors, which Propoſition of Dr *Fothergill*'s all the Arbitrators refuſed: after which, *William Smith*, one of the Arbitrators, aſked the ſaid Dr *Fothergill* if he had any more Witneſſes to produce? to which Dr *Fothergill* replied, "Yes, a Thouſand:" but on recollecting himſelf, ſaid he thought he had exceeded in ſaying a Thouſand, but he could produce an Hundred; upon which the ſaid *William Smith* again aſked him, where they were? to which Dr *Fothergill* anſwered at *Edinburgh* and elſewhere, or Words of that Import, to which the ſaid *William Smith* replied, that there was not Time to bring them within the Time limited by the Bonds of Arbitration: the ſaid Dr *Fothergill* then ſaid, he had one more Witneſs in Town, which he required of the Arbitrators to hear, but being aſked by the ſaid *William Smith* if he was at

Hand,

Hand, the ſaid Dr *Fothergill* ſaid, No: upon which he was anſwered by the ſaid *William Smith*, that there was not Time for it, unleſs he would lengthen the Time in the Bonds: and the ſaid *Lewis Weſton* then propoſed to the ſaid Dr *Fothergill* and all the Arbitrators, that the Time for making the Award ſhould be lengthened, in order to ſit and hear any other Witneſſes the Parties could produce; which was refuſed to be complied with, the ſaid *Leonard Ellington* and *Daniel Mildred* declaring they would not ſtand as Arbitrators in any future Bonds, and the ſaid Dr *Fothergill* making no Anſwer thereto: And this Affirmant ſaith, that he did join the ſaid *Lewis Weſton* and *William Smith* in making the Award, as in the Affirmation of Dr *Fothergill* is ſet forth; and in ſo doing this Affirmant acted in a fair impartial Manner, according to the beſt of his Underſtanding, and without Prejudice. And this Affirmant ſaith, that had *William Edmunſtone*, the Perſon propoſed by Dr *Fothergill* to be examined, appeared before the Arbitrators and depoſed as in his Affidavit ſworn in this Matter, which he has ſince ſeen, it would not have altered this Affirmant's Opinion in making the ſaid Award.

Yearly

Yearly Meeting Minute

Reſpecting Arbitrations, 1697.

Whereas it ſometimes happeneth to the Hurt of Truth, and Grief of many Friends, that Differences do ariſe amongſt ſome profeſſing Truth about outward Things: It is therefore by this Meeting thought convenient and adviſed, that when any Friend or Friends ſhall hear of any Difference betwixt any Friends in that Meeting to which they belong, that they forthwith ſpeak to, and tenderly adviſe the Perſons between whom the Difference is, to make a ſpeedy End thereof; and if that Friend or Friends do not comply with their Advice, that then they take to them one or two Friends more, and again exhort them to end their Difference; and if they, or either of them refuſe, then to let them know, that it is the Advice and Counſel of Friends that they ſhould each chooſe an equal Number of indifferent, impartial and judicious Friends to ſpeedily determine the ſame; and that they do bind themſelves to ſtand to their Award and Determination, or the Award and Determination of the major Part of them, that

ſhall

ſhall be made and ſigned by the Arbitrators, or the Award and Arbitration made and ſigned by the Umpire, if there is one agreed unto.

Also this Meeting doth adviſe, that if any Perſon profeſſing the Truth among us, and eſteemed a Friend, ſhall refuſe ſpeedily to end the Difference, or refer it as before adviſed, Complaint be made of that Perſon or Perſons unto the Monthly Meeting to which he doth belong: And if after Admonition he ſhall refuſe ſo to refer his Caſe, that then the Meeting do Teſtify againſt ſuch a Perſon, and diſown him to be of our Society, until he ſhall comply with the equal Methods and Agreements of our Society, and by ſuch his Compliance doth declare he is for Peace, and doth ſeek and deſire it: And when any Perſon ſo refuſing is teſtified againſt by the Meeting and diſowned, the other Perſon may have his Liberty to ſeek his Remedy againſt him at Law. And if any Friends ſhall be choſen to hear and determine any ſuch Differences as aforeſaid, after they have accepted thereof, and the Parties differing are become bound to ſtand to their Determination, ſhall decline and refuſe to ſtand and act as Arbitrators;

that then ſuch Perſon or Perſons ſo refuſing, be required to give the Reaſons of their Refuſal unto the Monthly Meeting to which they belong, and if that Meeting ſhall not eſteem thoſe Reaſons ſufficient juſtly to excuſe them, then the Meeting do preſs them to ſtand to what they have accepted: And if after ſuch Admonition, they ſhall continue to refuſe to ſtand as Arbitrators, that then the Meeting do teſtify againſt them or either of them, as ſuch as are not ſubject to the juſt Rules of our Society, neither ought to be admitted thereunto, until he or they condemn and retract the ſame. And it is the Advice of this Meeting, that Perſons differing about outward Things, do as little as may be trouble public miniſtring Friends with being Arbitrators in ſuch Caſes.

And all Perſons differing be exhorted by the Monthly Meetings to which they belong, when their Caſes are referred, and Judgment and Award made, ſigned and given thereupon as aforeſaid, to ſtand to and perform the ſaid Award which they have bound themſelves to perform; and if any ſhall refuſe ſo to do, that then the Monthly Meeting to which ſuch Perſon doth belong, upon Notice thereof

to them given, ſhall admoniſh him thereunto; and if after Admonition he perſiſt to refuſe, then the Meeting do teſtify againſt him as before. To conclude: It is the Senſe and Judgment of this Meeting, that if any Perſon profeſſing Truth, ſhall arreſt, ſue, or implead at Law, any other Perſon profeſſing Truth, before he hath proceeded in the Methods herein before recommended, that ſuch Perſon doth herein depart from the Principle of Truth and the known Way thereof, and acts contrary thereunto, and ought to be dealt with by the Meeting he belongs to therefor; and if he ſhall not give Satisfaction to the Meeting for ſuch his diſorderly Proceeding, by condemning it and himſelf therein, that then he be diſowned by the Meeting therefor.

FROM the above Minute may be obſerved the Care which the People called Quakers have taken to prevent litigious Law-Suits: And the Inſtance before mentioned is perhaps the firſt of any Member of that Society's refuſing to fulfil his Bonds of Arbitration, and applying to a Court for the Purpoſe of reverſing an Award.

In Conſequence of Dr *Fothergill*'s Procedure at Law, Dr *Leeds* lodged a Complaint againſt him at *Weſtminſter* Monthly Meeting, which after conſidering the ſame, came to the following Reſolution.

Weſtminſter Monthly-Meeting,

2d Month, 5th, 1772.

This Meeting taking into Conſideration the Report of their Committee, are of Opinion, that *John Fothergill* hath ſufficient Reaſons for refuſing to comply with the Award; and it is our Opinion, that *Samuel Leeds* hath no juſt Cauſe of Complaint againſt *John Fothergill* for making his Defence in the Court of *King*'s *Bench*, as *Samuel Leeds* was the firſt who applied to that Court.

Here it muſt be noted, that *Samuel Leeds* applied no otherwiſe to the Court than was neceſſary for making the Award; a Rule which was required by the Tenor of the Bonds of Arbitration, as is uſual in ſuch Caſes.

How

How far the above Minute of *Weſtminſter* Monthly Meeting is conſiſtent with the Yearly Meeting Minute of 1697 on Arbitrations, the Reader is left to determine.

THE Determination of *Weſtminſter* Monthly Meeting above mentioned, produced an Appeal from *Samuel Leeds* to the Quarterly Meeting of *London*, which came to the following Reſolution.

QUARTERLY MEETING,

7th Month, 6th, 1772.

SAMUEL LEEDS produced an Appeal againſt the Judgment of *Weſtminſter* Monthly Meeting, in the Affair of an Award between *John Fothergill* and himſelf; and which this Meeting on the 27th of the 4th Month laſt, did requeſt *Samuel Leeds* and *John Fothergill* to ſubmit the final Determination thereof to the Society; and *John Fothergill* did then agree thereto, but that *Samuel Leeds* on the 1ſt of the 5th Month laſt, did refuſe to comply: And this Meeting being informed that the Award in Queſtion hath

hath been ſet aſide by the unanimous Opinion of the Court of *King*'s *Bench*, are of Opinion the Appeal ought not to be received.

HERE it may be remarked, that it appears rather abſurd in the Quarterly Meeting to requeſt Dr *Leeds* to ſubmit to the Judgment of the Society, an Affair which had been before determined according to the Rules of the Society, *viz.* by Arbitration; and how far it was Juſt and Impartial in that Meeting to refuſe a fair Hearing, becauſe he refuſed to comply with that Advice, the Reader may conſider and decide.

To Doctor *Fothergill.*

IS it true, that the Doctor in a Matter of Controverſy with another Perſon, did agree to ſubmit the ſame to the Deciſion of five honeſt and impartial Men, or the Majority of them, and both by Promiſe and Bond, declare that their Award and Judgment ſhould be the dernier Reſort, and finally terminate the Difference? And to corroborate the ſame, did he promiſe and conſent, that the ſame ſhould be made a Rule of Court to bind

bind both Parties to the ſame End? and in Conſequence thereof, did the ſaid Arbitrators, without Fee or Reward, accept and take upon themſelves the Trouble of meeting from Time to Time, and conſidering and examining the State and Circumſtances of the Matter of Difference between the ſaid Parties, with ſuch Evidences as were then laid before them for their better Government? and at length, did a Majority of them, according to the Agreement of the contending Parties, declare their Award in Writing? And yet, notwithſtanding all this ſolemn Proceſs, has the Doctor not only refuſed to comply with their Sentence, but is endeavouring, as much as is in his Power, to mark their Characters with Corruption and Partiality on one Hand, or Ignorance on the other, and thereby to bring upon them an Odium and Reproach, which has hitherto been unfullied and unimpeached? Now as this Affair, by the Doctor's Conduct, is become Public, and, in the Opinion of this Writer, will in the Conſequence of it materially affect the Peace and Unity of that religious Body of which he is ſo conſpicuous a Member, and alſo fix upon his own Character a Blot not eaſily to be eraſed, let him ſuffer a ſhort Expoſtulation upon the Subject:

Did

Did the Doctor previouſly acquaint the Arbitrators, that if they did bring in an Award contrary to his ſuperior Senſe and Judgment, he would not comply, or if they had the moſt remote Idea of that Intention? Can the Doctor conceive it poſſible, that they would have accepted the Trouble of that Office, and thereby have put it in the Power of Lawyers, Phyſicians, or any other Sort of People, to tear their Characters to Pieces, and mark them with Obloquy? No, Common-Senſe forbids it. On the other Hand, ſuppoſe their Sentence had been coincident with the refined Ideas of the Doctor, would he then have charged them either with Corruption, Partiality, or Ignorance? The negative Preſumption is ſtrong, and a Sentiment quite contrary would naturally have ariſen, that they were Men of Senſe, Judgment, and Integrity: Thence may it not with ſome degree of Propriety be inferred, that the Root of this Evil ſprings from the Will of the ſtrong Man armed with Affluence, Reputation and Power? *Sic volo, ſic jubeo, ſtat pro Ratione Voluntas**. Does not the Doctor as well as moſt Men know, that Deciſions either by Arbitration or the

* So I will have it, ſo I order it; my Will ſhall ſtand for Reaſon.

the due Courſe of Law, ſeldom ſatisfy and pleaſe both contending Parties. Let it once be ſuppoſed (but not granted) that the Doctor is aggrieved by the Award: How many thouſand People before him, under the ſame Predicament, in and out of the Society, have patiently ſubmitted to fulfil the Promiſes they had made; or can a ſingle Inſtance be found amongſt their Records wherein a ſolemn Proceſs of this Kind has ever been abrogated *? And ſhall the Doctor then (who ſtands high in the Eſtimation of Men) have recourſe to Law, or otherwiſe, under a Pretence of the Vindication of his Character, when neither Law nor Goſpel, even in the Judgment of his own Mind, can juſtify him in the Violation of his ſolemn moral Engagements and Promiſes?—Did the Doctor admit a cool diſpaſſionate Reflection of Mind to operate, he would ſoon diſcern that an Acquieſcence to the Judgment of the Men of his own Election would have been the ſhorteſt Way to inſure his Reputation in this Caſe: But the Steps and Mode of Proceſs he is now taking, will moſt aſſuredly have a contrary Tendency; for be the Iſſue as it may, it cannot, in the unalterable Nature and Reaſon of Things, add Rectitude to the Violation

* By the Church.

lation of the Promiſes he has made.—But above all, let him duly conſider the Conſequences of ſuch a determined Reſolution, how far it may affect the Peace and Harmony of that religious Body of which he is a Member, whoſe pious Care, from its primitive Inſtitution to this Time, grounded on the ſalutary Precept of the Apoſtle, 1 *Cor.* Chap. vi. from the 1ſt verſe to the 8th, was, not to go to Law, but to end Matters of Controverſy by Arbitration amongſt themſelves: And does the Doctor vainly imagine, that the Steps he is now taking can poſſibly promote the Peace and Unity of the Church? on the other Hand, will it not rather have a contrary Effect, by augmenting a Diviſion of Sentiments, and from thence, by an eaſy Tranſition, produce Anger, Wrath, and Diſcord; and the Abſence of that Love which conſtitutes the genuine Marks of Diſcipleſhip? Ah Doctor! this is a Matter of a very ſerious Nature, and imports thy weighty Conſideration, that it may be laid deeply to Heart: Shall it be ſaid, that the Man, who has often diſtinguiſhed himſelf in ſupport of the Diſcipline and good Order, Peace and Unity of the Body, does now endeavour to lay all Waſte, and open a Door for the Enemy to ravage and deſtroy?

Let

Let it not be once ſaid; but let that Peace that paſſeth the Underſtanding of Men, be the Rule and Guide of thy Conduct herein, as well as thy future Conduct in Life, is the ſincere Deſire of One, who having had a Matter of Difference with another of the ſame Society, did aſſent only (without Bond or Rule of Court) to the Sentence of Arbitrators mutually choſen; and notwithſtanding he thought it was both unjuſt and unequitable, yet paid the Money for Peace-ſake purſuant to their Award. Moreover, as he ſtands unconnected, either with the Doctor, his Antagoniſt, or Arbitrators; and being more than ordinarily impreſſed with Apprehenſions (whether miſtaken or not) that the Peace and Harmony of the Society, the primary Object he had in View, would by the Continuation of the Conteſt be ſenſibly affected; he preſumes to hope, for theſe Reaſons, that the Sentiments now offered, will be received with a like friendly Diſpoſition of Mind from whence they proceeded, and be an Apology for the Trouble he has given the Doctor and himſelf upon this Subject.

3d *Month*, 2d, 1772. P.